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read a little composition on larceny fr'm th' thirdr reader, th' jury give a roar iv 'not guilty' an' thin adjourns with th' judge, th' bar an' th' pris'ner to th' office iv th' Kazoo to have their pitchers taken. Ye put in the next three weeks writin' about ye'er sufferings an' afther that ye get a good job as wan iv th' contributors to th' Fire-side Frind."

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In the obituary of Lord Young the **London Law Journal** gives one or two instances of his ready wit. "What are you reading now? Where are you?" he once asked a floundering advocate, wading through a record marked 'A', 'B', and 'C'. "I am at 'C', my Lord," came the reply. "I thought so," said Lord Young.

It is he who gave the well known description of the three degrees of liars—"The liar, the d——d liar, and the expert witness."

Some person left a bequest of a quarter of a million to the Church of Scotland; whereupon Lord Young remarked that it was "the heaviest fire insurance on record."

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#### Kiss Failed to Pay Debt.

A kiss given in settlement of a debt for \$110 is not a legal satisfaction of the claim, according to a decision rendered in the district court at Omaha, Neb.

Mrs. Boltz, a prepossessing widow of mature years, was sued by Nicholas Pries, and the defendant admitted the loan was made a year ago. When she was ready to repay it, according to her statement, the plaintiff said to her: "Oh, never mind about that; just give me a kiss, and that will settle it."

The kiss was given, she avers, and she insists that she gave it in the belief and understanding that the debt had been discharged. She borrowed another \$250, which she paid in cash.

The court decided in favor of the creditor, suggesting that he should compromise by returning the kiss. To this, however, Mrs. Boltz objects.—Washington Post.

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#### BOOK REVIEWS.

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**Commentaries on the Law of Contracts**, by Joel Prentiss Bishop, LL.D. Second Edition, revised and Enlarged, by Marion C. Early, author of "Assignments for Benefit of Creditors," in Cyc., etc., etc. Chicago. T. H. Flood & Co., 1907. Price \$6.00.

This work of the great law writer has been before the profession for nearly twenty years. It use has been extensive, being cited frequently by the courts and of almost incalculable value to the busy lawyer and student. Its concise, clear statement of the law; its an-

alytical arrangement; its evidence of wide eclectic knowledge of the subject treated, has made it one of the most valuable works of its distinguished author, whose very name carries authority with every utterance.

The present new edition brings the work up to date and whilst Mr. Bishop's text has been strictly followed, necessary additions and alterations have only been made when justified by recent developments and modern applications of the law. Most excellent notes have been added and a change in the method of numbering them has been adopted, which should peculiarly commend itself to those who make law books. Each note is numbered with respect to the chapters from 1 to 99 inclusive. Much confusion is thereby prevented and easy reference made possible.

Illegal contracts—contracts in restraint of trade and against public policy—have received special consideration. Authorities bringing the work up to date, are cited, and the National Reporter System, and Lawyers' Reports Annotated, are referred to. We can commend this work to both practitioner and student as in our opinion the most thorough, clear and carefully prepared work on the subject, giving the greatest possible amount of law in compact shape without padding, or useless discussion.

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**The Law and Practice in Bankruptcy under the National Bankruptcy Act of 1898**, by Wm. Willer Collier. Sixth and Revised Edition, with Amendments and Decisions to Date. By Frank B. Gilbert. Matthew Bender & Company, Albany, New York, 1907. Price \$6.00.

The fact that six editions of this work have been rendered necessary since September, 1898, the date of its first appearance, speaks more highly for its merits than any criticism could do. The first edition was exhausted on the day of its issue and the subsequent editions have gone with almost equal rapidity. The fourth edition edited by Mr. Hotchkiss was almost a new book, and building upon Collier's fine and able conclusions the editor erected a structure in every way worthy of the foundation. Mr. Gilbert undertook the revision and editing of the fifth and of the present editions and has brought down the amendments and decisions to the present year. He has done his work well, modifying the text when rendered necessary in order to make it conform with the decisions. The statutes and decisions are so clearly connected that the practitioner can have no difficulty in applying the one to the other.

If anything this edition is an improvement on its predecessors and we consider it one of the ablest works now extant on the subject.